

**ADJUSTABLE BASE FOUNDATION PROTECTION PLAN  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS:** “Plan” refers to the Furniture Protection Plan. “Retailer” means the authorized entity selling You the Plan. “Furniture” means the qualifying adjustable base foundation described below, delivered concurrently with Your purchase of the Plan, and covered under this Plan. Please retain a copy of your receipt and this Plan as they may be required to obtain service. The “Obligor”, “We”, “Our”, “CWS” or “Us”, mean CNA Warranty Services of Florida, Inc. (Florida only) or CNA Warranty Services, Inc. (all other states), whom can be contacted at 333 S Wabash Ave, Chicago, IL 60604, 1-866-298-3372. “Administrator” or “GBS” means GBS Warranty Services, LLC, whose address is 1000 E. Hillsboro Blvd, Suite #102, Deerfield Beach, FL 33441 and 3372 and who is authorized to process claim payments or cancellation refunds on Our behalf. “You” or “Your” means the person or persons named on the sales receipt for the Plan or the Welcome Letter attached to the Plan.

**PLAN TERM:** The coverage period for this Plan is five (5) years, with the beginning date commencing on the date of Furniture delivery. Please retain a copy of this Plan and the original receipt for the furniture as it is needed to obtain service.

**QUALIFYING FURNITURE:** Adjustable base foundation. This Plan is available for a single, new Furniture item only (excluding floor or display models) that is sold through a Retailer and used for normal residential purposes. Furniture covered by this Plan must first be received by You from the Retailer free of any damage.

**PLAN COVERAGE:** The manufacturer of the Furniture may supply a warranty that provides one year or more of coverage for defects in materials and workmanship to bed bases, electrical parts (electronics, electrical components, massage motors, and lift motors) and mechanical parts (other than electrical parts). Such warranty may cover the cost of parts and labor to correct the defect to your adjustable base foundation. Commencing after the expiration of any manufacturer’s warranty, this Plan will provide for the repair or replacement of the Furniture’s base motor, mechanisms, electrical components, and controllers if damaged due to a defect in materials or workmanship arising out of normal residential use. **Power Surge Protection:** This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If your product is damaged as a result of a power surge, we will service your product in accordance with the terms herein. To the extent that damages are covered or should be covered under the manufacturer’s warranty, they will not be covered by this Plan. Damage to Furniture must be reported within thirty (30) days of discovery to the Administrator in order to be covered.

**HOW THIS PROTECTION PLAN WORKS:** If the new Furniture covered by this Plan becomes damaged as described above during normal RESIDENTIAL use and You cannot correct the damage using procedures provided by Us, GBS or the Retailer, the affected area or damaged part will be repaired or replaced. You may be required to ship the damaged part to a designated facility at your cost. We will pay for any shipping or transportation cost to send the repaired or new part back to you. At our sole discretion, if We cannot repair the damage or replace a damaged part, the complete piece of Furniture will be replaced with the same or a similar piece of furniture having an equal retail purchase price as the damaged Furniture. Service or replacement is limited to the damaged Furniture only and the Plan does not transfer to any Furniture received as a replacement under this Plan. This Plan will not pay any shipping or transportation costs associated with this replacement. Only Furniture shown on the original receipt that remains in Your possession is eligible for coverage. This Plan does not eliminate the need for routine care and maintenance of Your Furniture which shall be Your sole responsibility.

**TO OBTAIN SERVICE:** Damage to covered Furniture must be reported within thirty (30) days of discovery to the Administrator. You can report Your claim by contacting the Administrator’s customer service department at **1-888-585-9488** or online at [www.gbsent.com](http://www.gbsent.com). You must have Your: (1) original receipt showing Your purchase of the covered Furniture and this Plan; (2) the original copy of this Plan or the unique Registration Number printed on this Plan; (3) the original delivery date of the covered Furniture; and (4) the discovery date of the damage. You shall reasonably cooperate with the Administrator in its efforts to perform Our obligations under this Plan. Failure to comply with the provisions in this Plan may void any claim.

**THE SERVICE PROCESS:** Upon receiving a claim covered by this Plan, the Administrator or Retailer will provide repair advice to aid in the repair of the damage. If the damage persists, at the Administrator’s discretion, You may receive a no charge in-home visit by a professional technician. With or without a technician visit, We may elect to replace the damaged part or area of the damaged Furniture. If the damaged part or area cannot be repaired or replaced, or if a part is not available, We will authorize replacement of the damaged piece of Furniture. You may select a replacement piece of furniture at a price equal to or less than that of the damaged Furniture. We will not replace or otherwise service matching pieces of Furniture that are not damaged and are not otherwise responsible for, and will take no action to correct dye lot or texture variations arising from service or replacement of a part of Furniture or replacement of an entire piece of Furniture. This Plan does not transfer to replacement Furniture. Replacement selections must be made at the original store of purchase or at a store operated by the Retailer. If the original Retailer is closed, out of business, or You have moved out of the Retailer’s normal delivery area, this Plan will be limited to repair service only or terminated and You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record.

**IMPORTANT EXCLUSIONS:** We will not cover the following:

- Any equipment located outside the United States of America
- Equipment sold without a manufacturer’s warranty
- Maintenance, repair or replacement necessitated by loss or damage resulting from any cause other than normal residential use and operation of the Furniture in accordance with the manufacturer’s specifications and owner’s manual, including but not limited to: theft, exposure to weather conditions, operator negligence, misuse, abuse, improper electrical/power supply, etc.
- Damage from exceeding weight limit restrictions and guidelines for proper distribution of weight as set forth in the user’s manual
- Unauthorized repairs, improper installation or attachments
- Cosmetic damage to case or cabinetry or other non-operating parts or components
- Lack of manufacturer specified maintenance, improper or unauthorized equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, or acts of nature or any other peril originating from outside the Furniture
- Any and all pre-existing conditions that occur prior to the effective date of this contract
- Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer’s published space or environmental requirements
- Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used
- Failures to Furniture caused by any installation that prevents normal service
- Failure to use reasonable means to protect your Furniture from further damage after a failure occurs
- Mattresses, frames, cabling, cords or items supplied by the Retailer, as well as consumables such as batteries
- Furniture with removed or altered serial numbers
- Repairs recommended by a repair facility not necessitated by mechanical or electrical breakdown
- Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer
- Damage or equipment failure which is covered or should be covered by manufacturer’s or Retailer’s warranty, manufacturer’s recall, or factory bulletins (regardless of whether or not the manufacturer or Retailer is doing business as an ongoing enterprise)
- Cleaning or preventive maintenance
- Damages covered by insurance or another service contract

- Consequential damages or delay in rendering service under this contract or loss of use during the period that the Furniture is at the repair center or otherwise awaiting parts
- Consumer educational purposes or unsatisfactory power connections
- Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer
- Custom installations. (Furniture installed in cabinetry and other types of built-in applications are eligible for service as long as you make the Furniture accessible to the service technician. We are not responsible for dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced Furniture into a custom installation.)
- Charges related to "no problem found" diagnosis. Non failure problems, including but not limited to, items not covered, noises, squeaks, etc. Intermittent issues are not Furniture failures.

**LIMIT OF LIABILITY:** Our cost and liability to provide service, repair or replacement under this Plan is limited to the lesser of (1) the cost of authorized repairs or (2) replacement of the Furniture with a furniture item of equal or similar features and functionality. In no event will Our total liability for repairs or replacement exceed the lesser of (1) the original purchase price of the Furniture excluding tax and delivery costs paid during the purchase of the Furniture (or) (2) \$15,000.

**PROTECTION PLAN PROVISIONS:** This Plan is not renewable or transferable and does not supersede any applicable manufacturer's warranty. You are the only person eligible for coverage under this Plan. If You do not cooperate with the reasonable requests of Our representative or the Administrator, this Plan becomes void and You will be entitled to receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. If You financed the purchase of this Plan any refund owed pursuant to this provision will be paid directly to the lender of record. Our failure to exercise any rights under this Plan does not waive those rights.

**CANCELLATION:** This Plan may be cancelled by You for any reason, including, but not limited to, the Furniture covered by the Plan being sold, lost, stolen or destroyed. To cancel the Plan, contact the Administrator toll-free at **1-888-585-9488**. If You cancel this Plan within the first thirty (30) days after receipt of the Plan and no claims have been made hereunder, You will receive a full refund of the purchase price. If You cancel this Plan after the first thirty (30) days of receipt of the Plan or if a claim has been made hereunder, You will receive a pro rata refund of the purchase price of the Plan calculated based on the elapsed time since the commencement of the Plan, less any claims paid. Cancellations initiated by You after the first thirty (30) days may be subject to a cancellation fee in an amount not to exceed 10% of the purchase price of the Plan or twenty five dollars (\$25), whichever is less. If We do not pay a refund due to You as a result of the cancellation of the Plan within 45 days after receiving notification from You of cancellation of the Plan, We will pay to You a penalty for each month of any refund amount that remains outstanding equal to 10 percent of the refund amount due. **If You financed the purchase of this Plan, any refund due as a result of Your cancellation of the Plan will be paid directly to the lender of record.**

**ARBITRATION:** If We cannot resolve any disputes with You related to the Plan, including claims, You and We agree to resolve those disputes through binding arbitration or small claims court instead of through courts of general jurisdiction. Further, You and We agree to waive our rights to a trial by jury and to not participate in any class arbitrations or class actions. This Plan is evidence of a transaction in interstate commerce and the Federal Arbitration Act applies to and governs the enforcement of any arbitration hereunder. The provisions of this Arbitration section shall survive the termination of this Plan.

**YOU AND WE UNDERSTAND AND AGREE THAT, BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.**

**FRAUD RESULTS IN HIGHER COSTS TO THE CONSUMER AND IS ILLEGAL.**

**Insurance Securing this Plan:** This is not an insurance policy. This Plan is secured by a contractual liability policy provided by Continental Casualty Company, 333 S Wabash Ave, Chicago, IL 60604, 1-800-831-4262. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company.

**THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO REPRESENTATION, PROMISE OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE TERMS. THE ENTIRE AGREEMENT INCLUDES THESE TERMS AND CONDITIONS, THE WELCOME LETTER, AND YOUR RECEIPT SHOWING THE PURCHASE OF THIS PLAN AND THE COVERED FURNITURE.**

#### **STATE SPECIFIC REQUIREMENTS:**

The following state variations shall control if inconsistent with any other terms and conditions of this Plan:

**Alabama Residents:** You may cancel this Plan within thirty (30) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If You cancel this Plan after thirty (30) days of receipt of this Plan, We shall refund to You the unearned portion of the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You.

**Arizona Residents:** If Your written notice of cancellation is received prior to the Plan expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer Furniture Item by the Obligor, its assignees, subcontractors and/or representatives.

**California Residents:** For all Furniture Items, the Cancellation section of the Plan is modified as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, You will receive a pro rata refund, less the cost of any service received. A ten (10) percent penalty per month shall be added to any refund that is not paid or credited within thirty (30) days after You cancel the Plan.

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the Furniture Item is in Our custody while being repaired. In the event of a dispute with the Administrator, You may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Furniture Item, the cost of repair of the Furniture Item and a copy of the Plan.

**Florida Residents:** In the event of cancellation by Us, written notice of cancellation shall be mailed to You not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by You at any time for any reason by emailing, mailing or delivering to Us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, You shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, You will receive a refund based on 100% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made by Us. If We cancel the Plan, the return purchase price is based upon 100% of the unearned pro rata purchase price. If We determine in Our sole discretion that Your Furniture Item cannot be repaired or Your Furniture Item requires replacement instead of repair, We will replace Your Furniture Item with a Furniture Item of like kind and quality that is of comparable performance, or, reimburse You for

replacement of the Furniture Item with a check, at Our discretion, equal to the original purchase price of the Furniture Item, as determined by Us, not to exceed the original purchase price of the Furniture Item, including all applicable taxes. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** This Plan shall be non-cancelable by Us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and We shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You.

As stated in the Arbitration section of this Plan, either party may bring an individual action in small claims court. The Arbitration section does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the Arbitration section shall affect Your right to file a direct claim under the terms of this Plan against Continental Casualty Company pursuant to O.C.G.A. 33-7-6.

**Illinois Residents:** You may cancel this Plan for any reason at any time. If You cancel within thirty (30) days of the Plan purchase, and We have not paid a claim, You will receive a full refund, less a cancellation fee of \$50.00 or 10% of the Plan price which We may charge. If You cancel after thirty (30) days or any time after We pay a claim, You will receive a pro-rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$50.00 or 10% of the Plan price which We may charge.

**Maine Residents:** You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and We shall refund to You the full purchase price of the Plan. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any, shall be refunded to You. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan. If You cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, We shall refund to You the unearned pro rata purchase price, less any claims paid. An administrative fee not to exceed ten (10) percent of the purchase price paid by You may be charged by Us. Any refund due to You will be credited to any outstanding balance of Your account, and the excess, if any shall be refunded to You. In the event of cancellation by Us, written notice to You will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by Us, You will be refunded 100% of the unearned pro rata purchase price paid by You, less any claims paid. An administrative fee not to exceed 10% of the purchase price paid by You may be charged by Us.

**Nevada Residents:** You are entitled to a "Free Look" period for this Plan. If You decide to cancel this Plan within thirty (30) days of purchase, You are entitled to a one hundred percent (100%) refund of any fees paid. If You cancel this Plan after thirty (30) days from purchase, You will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If We fail to pay the cancellation refund within 45 days of Your written request We will pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If We cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. This Plan shall be cancelled by Us for fraud or material misrepresentation by You, including but not limited to commercial or rental use. Arbitration doesn't apply to Nevada Residents.

**New Hampshire Residents:** Contact Us at 1-866-298-3372 with, questions, concerns, or complaints about the Plan. In the event you do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, We may not cancel it before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) You fail to pay any amount due; (2) You are convicted of a crime which results in an increase in the service required under the Plan; (3) You engaged in fraud or material misrepresentation in obtaining this Plan; (4) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**New Jersey Residents:** A ten (10) percent penalty per month based on purchase price shall be added to a refund that is not paid or credited within forty-five (45) days after You cancel the Plan.

**New York Residents:** You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered at the time of the purchase or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

**Oklahoma Residents:** Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event the Plan is canceled by You, We will return the portion of fees paid based upon ninety percent (90%) of the unearned pro rata fee less the actual cost of any service provided. In the event the contract is canceled by Us, We will return the portion of fees paid based upon one hundred percent (100%) of unearned pro rata fee less the actual cost of any service provided.

**Oregon Residents:** The Arbitration provision of this Plan is amended to add the following: Any award rendered in accordance with this Plan's Arbitration provision shall be a **nonbinding award against you**, provided that You reject the arbitration decision in writing to Us within forty-five (45) days of the arbitrator's award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both You and We first obtain an arbitration award pursuant to this Arbitration provision. Any arbitration occurring under this Plan shall take place in Oregon and be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event We do not provide covered service within sixty (60) days of filing a claim by You, You are entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of Your claim, You may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us.

**Texas Residents:** If You purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202. You may apply for reimbursement directly to the Insurance Company if a covered service is not provided to You by Us before the sixty-first (61st) day after the date of Your claim, or, a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. A ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation.

Texas License Number of the Administrator: 228

**Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department.** To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to any unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. Failure to notify Us within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible. If We cancel this Plan due to fraud or material misrepresentation, You will be notified thirty (30) days prior to cancellation. If We cancel this Plan due to nonpayment, You will be notified ten (10) days prior to Plan cancellation.

Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association (or other recognized arbitrator), a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Our cost and liability to provide service, repair or replacement under this Plan is not subject to any deductible payable by You.

If an emergency repair is initiated by You, without Our knowledge, outside normal business hours, You must notify Us as soon as reasonably possible and you will be responsible for providing any documentation reasonably required by Us to fulfill our obligations to You under this Plan; provided however in no event will We be liable for any emergency repairs in an amount in excess of the Limit of Liability under the terms of this Plan.

**Washington Residents:** You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered to You at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within thirty (30) days of return of the Plan to Us for cancellation. If We fail to act on Your claim, You may contact Continental Casualty Company directly at 1-800-831-4262. You are not required to wait sixty (60) days before filing a claim directly with Continental Casualty Company.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless We are prejudiced by Your failure to obtain such authorization. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. We will not deny Your claim solely because You did not obtain pre-authorization if We are not prejudiced by Your failure to notify Us.

You have the right to return the Plan within at least twenty (20) days of the date of mailing of the Plan to You or within at least ten (10) days if the Plan is delivered to You at the time of the sale or within a longer time period permitted under the Plan. If no claim has been made under the Plan, the Plan shall be void and We shall refund to You the full purchase price of the Plan, plus a ten percent (10%) penalty per month shall be added to any refund that is not made to You within forty-five (45) days of return of the Plan to Us for cancellation. In the event Your claim is not covered by the Plan, You have the right to cancel the Plan and receive a pro rata refund of any unearned Plan purchase price, less any claims paid. Every refund shall be made within 20 days of Your request for cancellation.

This service contract may be cancelled by Us only for nonpayment of Our fee, material misrepresentation by You to Us or the Administrator, or substantial breach of duties by You relating to the covered product or its use. We shall mail a written notice to You at Your last-known address contained in Our records at least five (5) days prior to cancellation by Us. Such cancellation shall state the effective date of the cancellation and the reason for the cancellation. If We cancel for a reason other than nonpayment of Our fee, We shall refund to You 100 percent of Our unearned pro rata fee, less any claims paid.

Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy.

Accidental Damage from Handling covers breakdowns such as: drops, liquid spills and cracked screens.

**Wyoming Residents:** This Plan will be considered void and We will refund You the full purchase price of the Plan or credit Your account if You have not made a claim under this Plan and You have returned the Plan to Us a) within 20 days after the date We have mailed the Plan to You, b) within 10 days after You have received the Plan if the Plan was furnished to You at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to Us. This right to void the Plan applies only to the original Plan purchaser and is not transferable. The Arbitration provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this Arbitration provision, references to "We" and "Us" include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and GBS.